



District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/ 794-2221

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

Department of Purchasing
Kendra Goodman, CPPO, CPPB, Purchasing Agent
813/ 794-2221 Fax: 813/ 794-2111
727/ 774-2221 TDD: 813/ 794-2484
352/ 524-2221 e-mail: kgoodman@pasco.k12.fl.us

July 31, 2012

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

RE: Imagine School, Meal Service Agreement
2012-2013 School Year

Food and Nutrition Services is requesting approval of the attached agreement with Imagine School for the 2012-2013 fiscal school year. The District School Board of Pasco County will provide meals to Imagine School at the rates shown on the attached agreement.

This agreement has been reviewed & approved by Nancy Alfonso, School Board attorney on July 17, 2012.

Should you have any questions regarding this matter, please contact Ms. Nicole Westmoreland, Financial Coordinator in Food and Nutrition Services or me at your earliest convenience.

KDG/dp

Attachments

Date/Time: July 24, 2012 11:06:00



District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/794-2000

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

Food and Nutrition Services
Richard P. Kurtz, Director
813/794-2439 Fax: 813/794-2118
727/774-2439 TDD: 813/794-2484
352/524-2439 rkurtz@pasco.k12.fl.us

MEMORANDUM
FNS-008-13

July 18, 2012

TO: Kendra Goodman, Purchasing Agent, CPPO, CPPB

FROM: Nicole Westmoreland, Financial Coordinator
Food and Nutrition Services

SUBJECT: 2012-2013 MEAL SERVICE CONTRACTS

Please request the Board's approval at the July 31, 2012, meeting for the Food and Nutrition Services Department to provide meals for the sites listed below. Prices reflect the cost of providing meals including milk, condiments, paper goods and storage containers.

The following schools have indicated their intent to participate during the 2012-2013 school year; the contracts are attached.

Charter Reimbursable Meals	Preparation Site
Imagine School	Charles S. Rushe Middle

If you have any questions or concerns, please do not hesitate to contact Nicole Westmoreland at extension 42438.

cc: Olga Swinson, Chief Finance Officer
Richard Kurtz, Director Food, Nutrition and Distribution Services



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7/10/12 Dan

**DISTRICT SCHOOL BOARD OF PASCO COUNTY
CHARTER SCHOOL FOOD SERVICE AGREEMENT**

THIS AGREEMENT is made and entered into as of this 1st day of August, 2012, by and between

THE DISTRICT SCHOOL BOARD OF PASCO COUNTY
(hereinafter referred to as "BOARD")
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
7227 Land O' Lakes Boulevard
Land O' Lakes, Florida 34638

and

IMAGINE SCHOOL
(hereinafter referred to as "SCHOOL")
whose principal place of business is
17901 Hunting Bow Circle
Lutz, Florida 33538

WHEREAS, the SCHOOL has been granted a contract by the BOARD to operate a charter school in Pasco County, Florida pursuant to Section 228.056, Florida Statutes; and

WHEREAS, the charter school contract provides that the SCHOOL may contract with the BOARD for the provision to the charter school of additional services beyond those provided under the charter school contract; and

WHEREAS, the SCHOOL is desirous of obtaining food services from the BOARD and the BOARD is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other food and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties (the BOARD and the SCHOOL) hereby agree as follows:

ARTICLE 1 – RECITALS

1.01 Recitals. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 Effective Date. The effective date of this original Agreement shall be August 1, 2012.

2.02 Program Participation. The BOARD will include the SCHOOL in the Agreement existing between the BOARD and the Florida Department of Education as a public school participating in the National School Lunch Program and the National School Breakfast Program (collectively referred to herein as "Program").

2.03 Meal Applications. The SCHOOL will provide a free and reduced price meal application to all students enrolled in the charter school. The SCHOOL will designate a representative who will

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serve as its' Program Designee and be responsible for distributing the applications. ~~The BOARD's~~ Food and Nutrition Services Department will be responsible for final processing of all applications.

2.04 Meal Provided. The BOARD will provide the SCHOOL meals that meet the minimum meal pattern requirements for the Program as to components and portions sizes. Charles S. Rushe Middle School cafeteria will prepare the meals and claim the documented meals served. The meals will be picked up by the SCHOOL in a timely manner. The SCHOOL may elect to contract with an independent party for meal service. Refer to 2.09 for additional information. Meal counts will be called in by the SCHOOL to Charles S. Rushe Middle School's Food and Nutrition Services Manager in a timely manner. The BOARD will provide paper products, serving utensils, and food transport containers. All pans, serving utensils, and transport containers will be cleaned as best as possible by the SCHOOL. The SCHOOL must follow the Food Safety Zone handbook. The BOARD will provide the SCHOOL with a complete Food Safety Zone manual and training. The SCHOOL is responsible for meeting all guidelines provided.

2.05 Competitive Foods. The BOARD shall establish rules or regulations as are necessary to control the sale of foods in competition with meals served under the National School Lunch and School Breakfast programs. The BOARD's ultimate objective of competitive food regulations is to restrict the sale of other foods which might compete with healthy school meals during official meal periods. Restriction of food and beverage items includes those classified as "foods of minimum nutritional value" listed in Code of Federal Regulations 210, Appendix B. Middle and High schools can sell competitive food or beverage items one hour after the last lunch period. Elementary schools cannot sell any competitive food or beverage items during the school day. (Reference the BOARD Policy 8550.)

2.06 Meal Rates. The SCHOOL shall be charged by the BOARD the following rates for the meals provided under the Program:

Grades Pre-K – 5 (Elementary)

Meal	Paid Price	Reduced Price	Overage Based on Projected	Adult Price
Breakfast	\$1.35	\$0.30	\$1.35	\$1.70
Lunch	\$2.60	\$0.40	\$2.60	\$4.05
Extra Milk	\$0.50			

Grades 6 – 12 (Secondary)

Meal	Paid Price	Reduced Price	Overage Based on Projected	Adult Price
Breakfast	\$1.50	\$0.30	\$1.50	\$1.70
Lunch	\$3.10	\$0.40	\$3.10	\$4.05
Extra Milk	\$0.50			

Note: The SCHOOL may increase meal prices to paid category students up to 15% to cover meal pick-up and delivery cost.

2.07 Point of Service Procedures. The SCHOOL will comply with all procedures required under the Program to ensure accuracy at the point of service. The SCHOOL will comply with all federal, state and local rules and procedures pertaining to the administration of the Program including Food and Nutrition Services Emergency Meal Loan collection procedures.

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- 2.08 **Meal Reports.** The SCHOOL shall collect and keep track of students' payments for meals. The SCHOOL will provide daily reports to Charles S. Rushe Middle School's Food and Nutrition Services Manager containing any and all information necessary for the BOARD to include the SCHOOL's participation within meal claims submitted under Program requirements. The SCHOOL's records regarding the provision of meals, meal payments and Program participation shall be subject to inspection and audit by the BOARD and its' designees upon reasonable advance notice.
- 2.09 **Meal Invoices.** The BOARD's Food and Nutrition Services Accounting Department will send an invoice to the SCHOOL each month setting forth the amounts payable to the BOARD for meals provided and equipment charges, if applicable. The invoice shall be based upon food delivery reports generated by the BOARD's Food and Nutrition Services Department. The SCHOOL will pay the BOARD the invoiced amount within ten (10) days of receipt of the invoice. The BOARD's records regarding the SCHOOL's program participation shall be open to inspection and audit by the SCHOOL and its' designees upon reasonable advance notice. The SCHOOL shall pay the BOARD for each unclaimed breakfast and/or lunch meal requested by the SCHOOL under this Agreement. An unclaimed meal is a breakfast or lunch delivered to the SCHOOL and not accounted for on the SCHOOL's roster as having been served to a student.
- 2.10 **Meal Delivery.** The SCHOOL will pick up meals from Charles S. Rushe Middle. Failure to meet food temperature guidelines specified in the Food Safety Zone manual may require multiple meal pick-ups. The SCHOOL will be responsible for payment to the delivery company and/or person who is designated to pick up meals from Charles S. Rushe Middle.

The BOARD can assist in making arrangements for meal delivery services. Please initial this Agreement and contact the Food and Nutrition Services Department if assistance is needed. (The SCHOOL initials this Agreement _____).

- 2.11 **Equipment Rental.** The SCHOOL may rent from the BOARD the following equipment at the monthly rates noted.

Food Handling Equipment- \$25.00/month
Computer Hardware/Software- \$25.00/month

Failure to meet food temperature guidelines specified in the Food Safety Zone manual may require rental of proper holding equipment from the BOARD's Food and Nutrition Services Department. The BOARD's Food and Nutrition Services Accounting Department will send an invoice to the SCHOOL each month setting forth the amounts due based on equipment rented. The SCHOOL will pay the BOARD the invoiced amount within ten (10) days of receipt of invoice.

- 2.12 **Program Supervision.** SCHOOL is responsible for all supervision of students active during meal program hours. The BOARD's Food and Nutrition Services at the SCHOOL's site is exclusively responsible for the providing meal service and/or computer accountability.
- 2.13 **Program Monitoring and Audits.** The BOARD's Food and Nutrition Services Accounting Department will monitor and observe the SCHOOL's implementation of the Program and will provide technical assistance to the SCHOOL to ensure Program compliance. With regard to any inspection or audit of records pursuant to this Agreement, each Party agrees that the other Party and its' designee(s) shall have full access to inspect and copy any records reasonably necessary to conduct such inspection and audit. Such inspection shall be conducted at the place where such records are usually kept and during normal business hours. The Parties agree that all records maintained concerning the duties, responsibilities and obligations imposed under this Agreement shall be kept in Pasco County, Florida. The SCHOOL agrees to provide a reasonable and sufficient



workspace for the District staff for the purpose of inspecting or auditing Party's food service personnel files and meal service procedures.

- 2.14 **Wellness Policy.** The BOARD is committed to providing a school environment that enhances learning and development of lifelong wellness practices. The SCHOOL shall promote school environments that encourage and protect children's health, well-being, and ability to learn, by supporting healthful nutrition and physical activities, which are aligned with the BOARD's approved Wellness Policy. (Reference the BOARD Policy 8510.)
- 2.15 **Indemnification.** Each Party agrees to be fully responsible for its' acts of negligence or its' agent's act of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

ARTICLE 3 – GENERAL CONDITIONS

- 3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.
- 3.02 **No Third Party Beneficiaries.** The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third Party by this Agreement. The Parties agree that there are no third Party beneficiaries to this Agreement and that no third Party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.
- 3.03 **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability, or sexual orientation.
- 3.04 **Termination.** This Agreement may be canceled by either Party during the term hereof upon thirty (30) days written notice to the other Parties of its' desire to terminate this Agreement.
- 3.05 **Records.** Each Party shall maintain its' own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees of non-compliance with that law.
- 3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 3.07 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each Party hereto.



- 3.08 Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein, expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
- 3.09 Waiver.** The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and therefore, is a material term hereof. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 3.10 Compliance with Laws.** Each Party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
- 3.11 Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the 6th Judicial Circuit in and for Pasco County, Florida. By entering into this Agreement, each Party hereby expressly waives any rights either Party may have to a trial by jury of any civil litigation related to, or arising out of this Agreement.
- 3.12 Binding Effect.** The Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective successors and assigns.
- 3.13 Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any Party without the prior written consent of the other Party.
- 3.14 Force Majeure.** Neither Party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either Party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either Party be deemed Force Majeure.
- 3.15 Place of Performance.** All obligations of the BOARD under the terms of this Agreement are reasonably susceptible of being performed in Pasco County, Florida and shall be payable and performable in Pasco County, Florida.
- 3.16 Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provisions had never been included herein.



3.17 **Notice.** When any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the Party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designated the following as the respective place for giving notice:

To DSBPC: Superintendent of Schools
District School Board of Pasco County, Florida
7227 Land O' Lakes Boulevard
Land O' Lakes, Florida 34638

With a Copy to: Director of Food and Nutrition Services
7227 Land O' Lakes Boulevard
Land O' Lakes, Florida 34638

To SCHOOL: IMAGINE SCHOOL
17901 Hunting Bow Circle
Lutz, Florida 33538

With a Copy to: _____
Name to be provided by SCHOOL

Address

Address

3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Authority.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing and to bind and obligate such Party with respect to all provisions contained in this Agreement.

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Kay 7/18/12

IN WITNESS WHEREOF, The Parties hereto have made and executed this Agreement on the date first above written.

FOR BOARD
DISTRICT SCHOOL BOARD OF PASCO COUNTY
FLORIDA

(Corporate Seal)

By: _____
Joanne Hurley, Chairwoman

Attest: _____
Heather Fiorentino, Superintendent of Schools

Approved as to Form: _____
Dennis Alfonso, School Board Attorney

FOR SCHOOL
IMAGINE SCHOOL

(Corporate Seal)

By: _____
Name and Title

Signature

Attest: _____
Name and Title

Signature

-or-

Witness Name

Signature

Witness Name

Signature

The Following Notarization is Required for Every Agreement Without Regard to Whether the School Chooses to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF FLORIDA

COUNTY OF PASCO

The foregoing instrument was acknowledged before me this _____ day of _____,
20__ by _____ of _____,
Name of Person Name of Corporation or Agency

on behalf of the corporation/agency. He/She is personally known to me or produced
_____ as identification and did/did not first take an oath.

My Commission Expires:

Signature- Notary Public

Printed Name of Notary

Notary's Commission No.